

Date: 2/10/2009

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

MODIFICATION OF ATTACHMENT A  
TO THE  
RECLAMATION CONTRACT

Name of Operator: Interpace Holdings, LLCPermit Number: M0490006Mine Name: Clinton Clay PitPhone Number: 801-782-5047

**Per the executed reclamation contract, the surety agreement for reclamation obligation is included as Attachment A to the reclamation contract as follows:**

**Check the boxes that apply to this form:**

Surety: ☒ Decrease  
☐ Increase  
☐ Replacement

Reason: ☐ Amendment to NOI  
☐ Cancellation/ Termination of surety  
☐ Escalation  
☒ Partial Release of surety  
☐ Other

Explain: LOC            n the amount of \$47,700.00 is fully released. LOC            n the amount of \$652,869.00 in partially released to leave a balance of \$424,000.00

Surety Dollar Amount Associated With This Action: \$276,569.00

Surety Aggregate Amount: \$424,000.00

**Included in this modification (surety must be attached)**

Instrument(s):

<input type="checkbox"/> Corporate Surety	<input type="checkbox"/> Rider
<input checked="" type="checkbox"/> LOC Letter of Credit	<input type="checkbox"/> Amendment
<input type="checkbox"/> CD Certificate of deposit	<input type="checkbox"/> Addendum
<input type="checkbox"/> Cash	<input type="checkbox"/> Other

Explain:

**RECEIVED**

**MAR 02 2009**

DIV. OF OIL, GAS & MINING

Other surety not affected by this modification will remain part of Attachment A and labeled as such.  
This Modification will be effective as of the last date signed below

Aaron Hancock Aaron Hancock Chief operating  
Authorized Officer Signature Printed Title officer

John R. Baza  
Division Director John R. Baza  
Utah Division of Oil, Gas and Mining

2/26/09  
Date

3/31/09  
Date



AMENDMENT TO STANDBY LETTER OF CREDIT NO.  
PAGE 1

DATE OF AMENDMENT: FEBRUARY 26, 2009

BENEFICIARY:

UTAH DIVISION OF OIL, GAS AND  
MINING  
1594 WEST NORTH TEMPLE, SUITE 1210  
BOX 145801  
SALT LAKE CITY, UT 84114-5801

APPLICANT:

INTERPACE HOLDINGS, LLC  
736 WEST HARRISVILLE ROAD  
OGDEN, UT 84404

AMENDMENT NUMBER: 005

AS PER YOUR LETTER DATED FEBRUARY 10, 2009 WE HEREBY AMEND OUR  
IRREVOCABLE STANDBY LETTER OF CREDIT NO AS FOLLOWS:

1. THE LETTER OF CREDIT AMOUNT IS NOW DECREASED BY  
USD228,869.00 FOR A NEW BALANCE OF USD424,000.00.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

MERRILL LYNCH BANK USA

BY:

  
TITLE: VICE PRESIDENT

RECEIVED

MAR 02 2009

DIV. OF OIL, GAS & MINING

Merrill Lynch Bank USA, 201 S. Main Street, Suite 200, Salt Lake City, Utah 84111  
Letter of Credit Department 1-800-635-5281 1-801-526-8300 FAX 1-801-363-8611  
SWIFT: MLBUUS55



**Merrill Lynch**

AMENDMENT TO STANDBY LETTER OF CREDIT NO. ,  
PAGE 1

DATE OF AMENDMENT: JUNE 16, 2008

BENEFICIARY:

UTAH DIVISION OF OIL, GAS AND  
MINING  
1594 WEST NORTH TEMPLE, SUITE 1210  
BOX 145801  
SALT LAKE CITY, UT 84114-5801

APPLICANT:

INTERPACE HOLDINGS, LLC  
736 WEST HARRISVILLE ROAD  
OGDEN, UT 84404

AMENDMENT NUMBER: 004

WE HEREBY AMEND OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO.  
AS FOLLOWS:

1. EXPIRY DATE NOW TO READ: APRIL 30, 2009.

**\*\*AUTO RENEWAL CLAUSE IS STILL IN EFFECT\*\***

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

MERRILL LYNCH BANK USA

BY:

Marylee Bingham

TITLE:

Vice President

RECEIVED

JUN 17 2008

DIV. OF OIL, GAS & MINING

Merrill Lynch Bank USA, 201 S. Main Street, Suite 200, Salt Lake City, Utah 84111  
Letter of Credit Department 1-800-635-5281 1-801-526-8300 FAX 1-801-363-8611  
SWIFT: MLBUUS55



AMENDMENT TO STANDBY LETTER OF CREDIT NO.  
PAGE 1

DATE OF AMENDMENT: JUNE 01, 2007

**BENEFICIARY:**

UTAH DIVISION OF OIL, GAS AND  
MINING  
1594 WEST NORTH TEMPLE, SUITE 1210  
BOX 145801  
SALT LAKE CITY, UT 84114-5801

APPLICANT:

INTERPACE INDUSTRIES, INC.  
736 WEST HARRISVILLE ROAD  
OGDEN, UT 84404

AMENDMENT NUMBER: 001

WE HEREBY AMEND OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO.  
AS FOLLOWS:

1. APPLICANT'S NAME IS NOW TO READ: INTERPACE HOLDINGS, LLC.  
2. THE LETTER OF CREDIT NO.                      IS NOW TO READ:

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

MERRILL LYNCH BANK USA

BY: Marilee Kraybill  
TITLE: Vice President

RECEIVED

JUN 04 2007

Div. of Oil, Gas & Mining

☒ APPROVED

Merrill Lynch Bank USA, 15 W. South Temple, Suite 300, Salt Lake City, Utah 84101  
Letter of Credit Department 1-800-635-5281 1-801-526-8300 FAX 1-801-363-8611  
SWIFT: MLBUUS55

M1049/006



M/649/0006

AMENDMENT TO STANDBY LETTER OF CREDIT NO.  
PAGE 1

DATE OF AMENDMENT: MAY 08, 2008

BENEFICIARY:

UTAH DIVISION OF OIL, GAS AND  
MINING  
1594 WEST NORTH TEMPLE, SUITE 1210  
BOX 145801  
SALT LAKE CITY, UT 84114-5801

APPLICANT:

INTERPACE HOLDINGS, LLC  
736 WEST HARRISVILLE ROAD  
OGDEN, UT 84404

AMENDMENT NUMBER: 003

WE HEREBY AMEND OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO.  
AS FOLLOWS:

1. LETTER OF CREDIT AMOUNT NOW INCREASED BY USD111,069.00 TO  
A NEW AMOUNT OF USD652,869.00.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

MERRILL LYNCH BANK USA

BY:

*Marylee Bingham*

TITLE: VICE PRESIDENT

RECEIVED  
MAY 09 2008  
DIV. OF OIL, GAS & MINING



M 1049/000

AMENDMENT TO STANDBY LETTER OF CREDIT NO.  
PAGE 1

DATE OF AMENDMENT: APRIL 16, 2008

BENEFICIARY:

UTAH DIVISION OF OIL, GAS AND  
MINING  
1594 WEST NORTH TEMPLE, SUITE 1210  
BOX 145801  
SALT LAKE CITY, UT 84114-5801

APPLICANT:

INTERPACE HOLDINGS, LLC  
736 WEST HARRISVILLE ROAD  
OGDEN, UT 84404

AMENDMENT NUMBER: 002

WE HEREBY AMEND OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO.  
AS FOLLOWS:

1. EFFECTIVE APRIL 21, 2008 THE NEW ADDRESS OF MERRILL LYNCH BANK USA (THE ISSUING BANK) WILL BE: MERRILL LYNCH BANK USA, 201 SOUTH MAIN STREET, SUITE 200, SALT LAKE CITY, UTAH 84111. ON OR AFTER THE EFFECTIVE DATE LISTED ABOVE, ALL CORRESPONDENCE (INCLUDING, BUT NOT LIMITED TO, PRESENTATION OF DRAW AND TRANSFER REQUESTS) MUST BE SENT TO US IN WRITING AT THIS NEW ADDRESS.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

MERRILL LYNCH BANK USA

BY:

TITLE: VICE PRESIDENT

RECEIVED

APR 21 2008

DIV. OF OIL, GAS & MINING



# Irrevocable Standby Letter of Credit No 200718

Merrill Lynch Bank USA

15 W. South Temple, Ste. 300  
Salt Lake City, Utah 84101  
801 526 8300  
800 635 5281  
FAX 801 521 6466  
FAX 801 363 8611

**DATE:** January 28, 2004

## BENEFICIARY

Utah Division of Oil, Gas and Mining  
1594 West North Temple, Suite 1210  
Box 145801  
Salt Lake City, UT 84114-5801

## APPLICANT

Interpace Industries, Inc.  
736 West Harrisville Road  
Ogden, UT 84404

**AMOUNT:** \$541,800.00

**EXPIRY DATE:** October 31, 2004  
At Merrill Lynch Bank USA  
Letter of Credit Dept.  
15 W. South Temple, Ste. 300  
Salt Lake City, Utah 84101

RECEIVED

JAN 29 2004

DIVISION OF OIL & GAS MINING

## MERRILL LYNCH BANK USA IRREVOCABLE STANDBY LETTER OF CREDIT NO: 200718

Gentlemen and Ladies:

1. Merrill Lynch Bank USA ("Bank"), of Salt Lake City, Utah, hereby establishes this irrevocable Letter of Credit (the "Letter of Credit") in favor of the Utah Division of Oil, Gas and Mining ("Division") for an aggregate amount not to exceed \$541,800.00 in United States Dollars ("Face Amount") effective immediately.

2. This Letter of Credit will expire upon the first event set forth as follows: (a) 4:00 o'clock p.m. (Salt Lake City time) on October 31, 2004 or (b) the date upon which sufficient documents are executed by the Division to release Interpace Industries, Inc. ("Operator") from further liability for reclamation of the Clinton Clay Pit, permit no. M/049/006, with notice to Bank by the Division accompanied by the original Letter of Credit with directions for cancellation.

3. This Letter of Credit will be automatically extended for successive periods of one year from the current or any future expiration date unless the Bank gives notice to the Division at least 90 days prior to the expiration date that the Bank elects not to renew the Letter of Credit.

4. Funds under this Letter of Credit are available against the Division's sight draft, in the form of Exhibit A attached hereto, specifying Letter of Credit No. \_\_\_\_\_ delivered to the office of the Bank, Merrill Lynch Bank USA, Letter of Credit Department, 15 West South Temple, Suite 300, Salt Lake City, Utah 84101. At the Division's sole election, the Division may present sight drafts for less than the Face Amount so long as the aggregate amount of all sight drafts does not exceed the Face Amount. Each draft must be accompanied by a certificate in the form of Exhibit B attached hereto, purportedly signed by a duly authorized representative of the Division.

☒ APPROVED

5. If the Bank receives the Division's complying sight draft(s) and certificate(s) as provided in Paragraph No. 4 above on or before the expiration or termination date of this Letter of Credit, the Bank will make such amount as the Division may specify, within the limits of the second sentence of Paragraph No. 4 of this Letter of Credit, available to the Division no later than the close of business, Salt Lake City time, on the second business day following the Bank's receipt of the sight draft and certificate and in such a manner as the Division may specify.

6. The Bank will give prompt notice to the Operator and to the Division Director of any notice received or action filed alleging the insolvency or bankruptcy of the Bank, or alleging any violations of regulatory requirements which could result in suspension or revocation of the Bank's charter or license to do business.

7. The Letter of Credit will be governed by the laws of the State of Utah and shall be subject to the Uniform Customs and Practice for Documentary Credits, 1993 revision, International Chamber of Commerce Publication No. 500, as the same may be amended and in effect from time to time ("UCP"). In the event of a conflict between Utah law and the UCP, Utah law shall govern.

8. All communications regarding this Letter of Credit will be addressed to Merrill Lynch Bank USA, Letter of Credit Department, 15 West South Temple, Suite 300, Salt Lake City, Utah 84101, referencing Letter of Credit No.

**MERRILL LYNCH BANK USA**

By: Marylee Bringham  
Title: Vice President

**EXHIBIT A – SIGHT DRAFT**

**To**

**Letter of Credit Number 200718**

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, County

\_\_\_\_\_  
Letter of Credit no.

**PAY TO THE ORDER OF:**

Utah Division of Oil, Gas and Mining

\_\_\_\_\_  
DOLLARS

**TO:** Merrill Lynch Bank USA  
Letter of Credit Department  
15 West South Temple, Suite 300  
Salt Lake City, Utah 84101

Utah Division of Oil, Gas and Mining  
1594 West North Temple, Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801

By: \_\_\_\_\_  
Authorized Signature

**EXHIBIT B**

**To**

**Letter of Credit Number 200718**

I, \_\_\_\_\_ a duly authorized representative of the Utah Division of Oil, Gas and Mining, hereby certify that (1) the drawing in the amount of \$\_\_\_\_\_, by sight draft accompanying this certificate, under Letter of Credit No \_\_\_\_\_, dated January 28, 2004 issued by you is permitted under the provision of the Letter of Credit, (2) the Letter of Credit has neither expired nor terminated pursuant to its terms, (3) the amount of the sight draft, together with any amounts previously drawn under the Letter of Credit, does not exceed the Face Amount, and (4) the Utah Board of Oil, Gas and Mining, after notice and hearing, has entered an Order which has not been stayed, ordering forfeiture of Letter of Credit No. \_\_\_\_\_ in accordance with applicable law. Proceeds of this drawing will be utilized in full to pay the expenses relating to the reclamation liability, together with the costs of collection, including attorneys fees, for the Clinton Clay Pit, permit no. M/049/006.

The Utah Division of Oil, Gas and Mining

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MININGMODIFICATION OF ATTACHMENT A  
TO THE  
RECLAMATION CONTRACTName of Operator: Interpace Holdings, LLCPermit Number: M0490006Mine Name: Clinton Clay PitPhone Number: 801-782-5047

Per the executed reclamation contract, the surety agreement for reclamation obligation is included as Attachment A to the reclamation contract as follows:

Check the boxes that apply to this form:

Surety: ☐ Decrease  
☒ Increase  
☐ Replacement

Reason: ☐ Amendment to NOI  
☐ Cancellation/ Termination of surety  
☒ Escalation  
☐ Partial Release of surety  
☐ Other

Explain: Escalated amount \$111,069.00 to the year 2013

Surety Dollar Amount Associated With This Action: \$111,069.00

Surety Aggregate Amount: \$652,869.00

Included in this modification (surety must be attached)

Instrument(s):

<input type="checkbox"/> Corporate Surety	<input type="checkbox"/> Rider
<input checked="" type="checkbox"/> LOC Letter of Credit	<input checked="" type="checkbox"/> Amendment
<input type="checkbox"/> CD Certificate of deposit	<input type="checkbox"/> Addendum
<input type="checkbox"/> Cash	<input type="checkbox"/> Other

Explain:

RECEIVED

NOV 12 2008

DIV. OF OIL, GAS & MINING

Other surety not affected by this modification will remain part of Attachment A and labeled as such.

This Modification will be effective as of the last date signed below

Authorized Officer Signature

Printed

Title

Date

Division Director John R. Baza  
Utah Division of Oil, Gas and Mining

Date

John B. Rhine President/CEO 11/18/08  
John R. Baza Division Director 11/20/08



JON M. HUNTSMAN, JR.  
Governor

GARY R. HERBERT  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Oil Gas and Mining

JOHN R. BAZA  
Division Director

RECEIVED

JUL 13 2007

DIV. OF OIL, GAS & MINING

### Addendum #1 to Large Mine Reclamation Contract

June 21, 2007

### Interpace Holdings, LLC, Clinton Clay Pit, M/049/006

Jon B. Rhine, Manager  
Interpace Holdings LLC  
736 West Harrisville Road  
Ogden, Utah 84114-5801

This letter serves as an acknowledgment and approval of the following provisions to the new Reclamation Contract:

- **Effective Date of the new Reclamation Contract is February 5, 2004;**

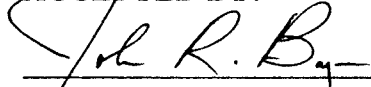
Nothing herein contained shall vary, alter, or extend any other provision or condition of the Reclamation Contract.

To the extent any conflict exists between this addendum and the Reclamation Contract, these terms shall control.


Please acknowledge with your signature and date, make a copy for your records, and return this letter with original signatures to the Division.

**The below signed, acknowledge and accept these revisions and incorporate them into the Large Mine Reclamation Contract.**

ACCEPTED BY:

  
\_\_\_\_\_  
John R. Baza, Director  
Division of Oil, Gas and Mining

6/25/07  
Date

  
\_\_\_\_\_  
Jon B. Rhine, Manager  
Interpace Holdings, LLC

7/12/07  
Date

☒ APPROVED



**STATE OF UTAH**  
**DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION of OIL, GAS and MINING**  
1594 West North Temple, Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

---ooOoo---

**LARGE MINE RECLAMATION CONTRACT**

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Interpace Holdings, LLC.** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **M/049/006** which has been approved by the Division under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the land affected by the mining operations in accordance with the Act and regulations, and the Operator is obligated to provide a surety in form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the Act and regulations, as they may be amended, and in accordance with the mining and reclamation plan (Reclamation Plan) approved by the Division all of the lands affected by the mining operations conducted or to be conducted pursuant to the approved Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:

☒ **APPROVED**

- A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and
  - B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the approved NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with an approved notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the approved NOI.
- 3. The Reclamation Plan is intended to establish methods, plans, specifications, and other details required by the Act and regulations as they pertain to the lands affected by mining operations, and no provision of the Reclamation Plan shall be interpreted to diminish the requirements of the Act and regulations. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI or Reclamation Plan, which are primarily intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
- 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
- 5. If the Surety expressly provides for cancellation or termination for non-renewal:
  - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or

B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act, the regulations, and the Reclamation Plan, as they may be amended. If the mining operations are modified or for any other reason vary from those described in the approved Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the approved Notice of Intention in accordance with the requirements of the Act and regulations, as amended and the Reclamation Plan, as amended. If the Division makes such finding, Operator may make request to the Division for a reduction in the amount of the surety. The Division, or the Board if the surety is in the form of a board contract, may permit such a reduction if it determines that the reduced amount will be adequate to ensure complete reclamation of the lands affected by the mining in accordance with the requirements of the Reclamation Plan, the rules and the Act, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to

maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.

10. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.
12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party, and that the Operator, if not a natural person, is an entity properly organized and in good standing under the laws of the United States and is registered with and authorized to do business in the State of Utah.

OPERATOR:

Interpace Holdings, LLC

Operator Name

By Jon B. Rhine

Authorized Officer (Typed or Printed)

President

Authorized Officer - Position

[Signature] Date 7/12/07

Officer's Signature

Date

STATE OF Utah

COUNTY OF Weber ) ss:

On the 12<sup>th</sup> day of July, 20 07, Jon Rhine  
personally appeared before me, who being by me duly sworn did say that  
he/she is an Owner (i.e. owner, officer, director,  
partner, agent or other (specify)) of the Operator and duly acknowledged that  
said instrument was signed on behalf of said Operator by authority of its bylaws,  
a resolution of its board of directors, or as may otherwise be required to execute  
the same with full authority and to be bound hereby.

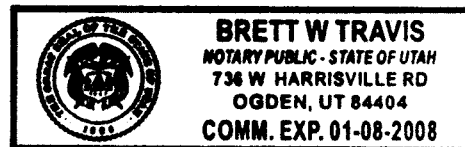
[Signature]

Notary Public

Residing at 736 W. Harrisville Rd

My Commission Expires:

1/8/08



☒ APPROVED

DIVISION OF OIL, GAS AND MINING:

By John R. Baza Date 6/25/07  
John R. Baza, Director

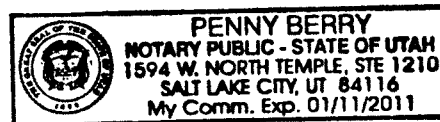
STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

On the 25 day of June, 2007, John R. Baza  
personally appeared before me, who being duly sworn did say that he,  
the said John R. Baza is the Director of the Division of  
Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he  
duly acknowledged to me that he executed the foregoing document by authority  
of law on behalf of the State of Utah.

Penny Berry  
Notary Public

Residing at: Salt Lake

1/11/2011  
My Commission Expires:



## FACT SHEET

**Commodity:** Clay

**Mine Name:** Clinton Clay Pit

**Permit Number:** M/049/006

**County:** Utah

**Operator Name:** Interpace Holdings, LLC.

**Operator Address:** 736 W HARRISVILLE RD PO BOX 12118 OGDEN UT 84412

**Operator Phone:** (801) 782-7933

**Operator Fax:** (801) 782-5047

**Operator Email:** ahan@interpacebrick.com

**Contact Name:** Aaron Hancock

**Surety Type:** LOC

**Bank:** Merrill Lynch Bank USA

**Surety Amount:** ~~\$541,800~~ # 652,869.00

**Account number:**

**Tax ID (required for cash only):** n/a

**Escalation year:** ~~2006~~ 2013

**Surface Owner:** FEE

**Mineral Owner:** FEE

**ML or BLM number:** n/a

 COPY